

FILED
GREENVILLE CO. S. C.

BOOK 1553 PAGE 748

SEP 28 11 23 AM '81

DONNIE WANKERSLEY
R.M.C.

MORTGAGE

(Participation)

This mortgage made and entered into this 28th day of September 19 81, by and between Roscoe Hines and Frances G. Hines

(hereinafter referred to as mortgagor) and Community Bank, P. O. Box 6807, Greenville, S. C.

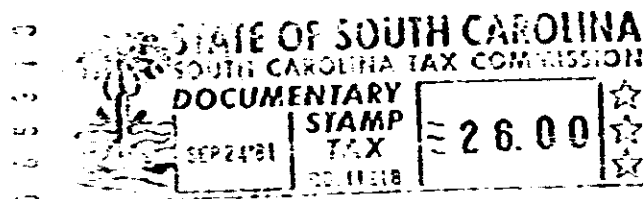
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville

State of South Carolina, situate, lying and being on the southwestern side of Augusta Road and being known and designated at Lot No. 7 on a plat entitled "C. F. Carmer Property", plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "L" at page 115 and having such notes and bounds as shown thereon with reference to said plat being made for a more accurate description.

Subject to all restrictions, set backs, roadways, zoning restrictions, easements and rights of way on the property and of record.

This being the same property conveyed to the mortgagors herein by deed of Opal L. Livingston dated June 22, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina at Deed Book 977, Page 527.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated September 28, 1981 in the principal sum of \$ 65,000.00, signed by Roscoe Hines and Frances G. Hines, as individuals.

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